

AG Contract No. KR97-0720TRN
ADOT ECS File No. JPA 97-43
Project: RAM 600-0-521/H0797 07C
Section: SR-101L, Agua Fria Fwy,
75th Ave. to 51st Ave.

C-3352A

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF GLENDALE

THIS AGREEMENT supercedes that certain agreement listed as JPA 96-28, under AG Contract No. KR96-0492TRN and filed with the Secretary of State as Agreement No. 20801 as amended.

THIS AGREEMENT is entered into 21 May 1997, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF GLENDALE, acting by and through its MAYOR and CITY COUNCIL (the "City").

I. RECITALS

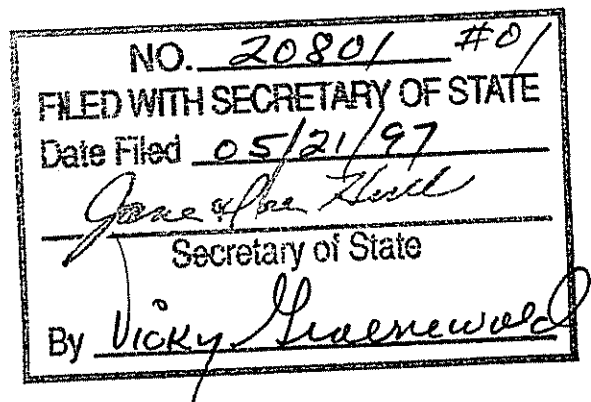
1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. It is to the mutual advantage of the State and the City to landscape certain areas within the right of way of SR 101L at the following location.

From SR 101L centerline roadway station 935+00 at 75th Avenue
to centerline roadway station 1098+00 at 51st Avenue, a net
distance of approximately 2.90 miles.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:



II. SCOPE OF WORK

1. The State will prepare to State standards design plans for the landscaping and irrigation system and provide them to the City for concurrence.
2. After City concurrence of the plans, the landscaping and irrigation project will be constructed by the State.
3. The City will be responsible for all costs related to Design Modification Number 2 for additional design work requested by the City, estimated amount of \$9,408.00.
4. The City will be responsible for all additional costs to upsize trees from five gallon nursery containers to fifteen gallon nursery containers, shrubs from one gallon nursery containers to five gallon nursery containers and for additional plants along the North Drainage Channel, in the final estimated amount of \$93,414.00, as shown on the attached 100% Cost Projection. The exception to the aforementioned is along the frontage road from 59th Avenue to 51st Avenue, where any additional cost due to upsized trees or shrubs will be the responsibility of the State.
5. The City will be responsible for costs related to the staining of noise walls and equestrian trail fence, and for the materials, fabrication and placement of graphic symbols on slopes and bridge piers, in the final estimated amount of \$88,046.00, as shown on the attached 100% Cost Projection.
6. The City will furnish and install necessary water services from water mains to the designated locations within the right of way at the State's expense. The City will waive water development fees.
7. The City will furnish all water for landscape installation during the construction phase, and all water thereafter necessary to properly maintain the landscape, all at City expense.
8. Upon execution of the agreement, invoice the City for \$181,459.00, the estimated amount of the construction of the project.
9. After construction the State will maintain the landscaping and irrigation system, stained noise walls and graphic symbols generally within the Control of Access.
10. After construction, the City will maintain the irrigation system generally outside the Control of Access as designated on the Maintenance Exhibit, including all testing, adjusting, repairing and operation of the irrigation system.
11. The City hereby agrees to maintain the equestrian trail and fence along 51st Avenue, the concrete lined channel which parallels the north side of the project and the landscaping in the areas designated on the Maintenance Exhibit. Equestrian trail, fence and channel maintenance will consist of maintaining these elements in good repair, free of weeds, trash, silt and graffiti. Landscape maintenance will consist of the care of all landscaping in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying sprays and insecticide/herbicide dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping. All maintenance work will be conducted in a manner to minimize traffic congestion and interference with through traffic.

III. MISCELLANEOUS PROVISIONS

1. This agreement will remain in force and effect until completion of the landscaping and irrigation project herein contemplated; provided, however, that this agreement, except any provisions herein for maintenance, which will be perpetual, may be cancelled at any time prior to the commencement of performance under this agreement, upon thirty (30) days written notice to the other party.

2. This agreement will become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement will be in writing and will be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

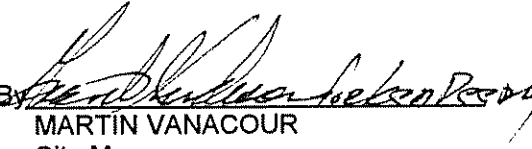
City of Glendale
City Manager
5850 W. Glendale Avenue
Glendale, AZ 85301

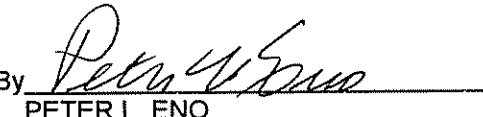
7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF GLENDALE

STATE OF ARIZONA
Department of Transportation

By 
MARTIN VANACOUR
City Manager

By 
PETER L. ENO
Contract Administrator

ATTEST

By 
PAMELA OLIVEIRA
City Clerk

APPROVAL OF THE CITY OF GLENDALE ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF GLENDALE and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 15 day of May, 1997.

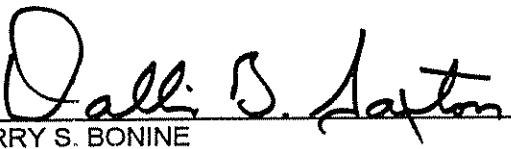
Peter VanHaren

City Attorney

RESOLUTION

BE IT RESOLVED on this 17th day of April 1997, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Glendale for the purpose of defining landscape maintenance responsibilities for the Agua Fria Freeway (101L), 75th Avenue to 51st Avenue.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.

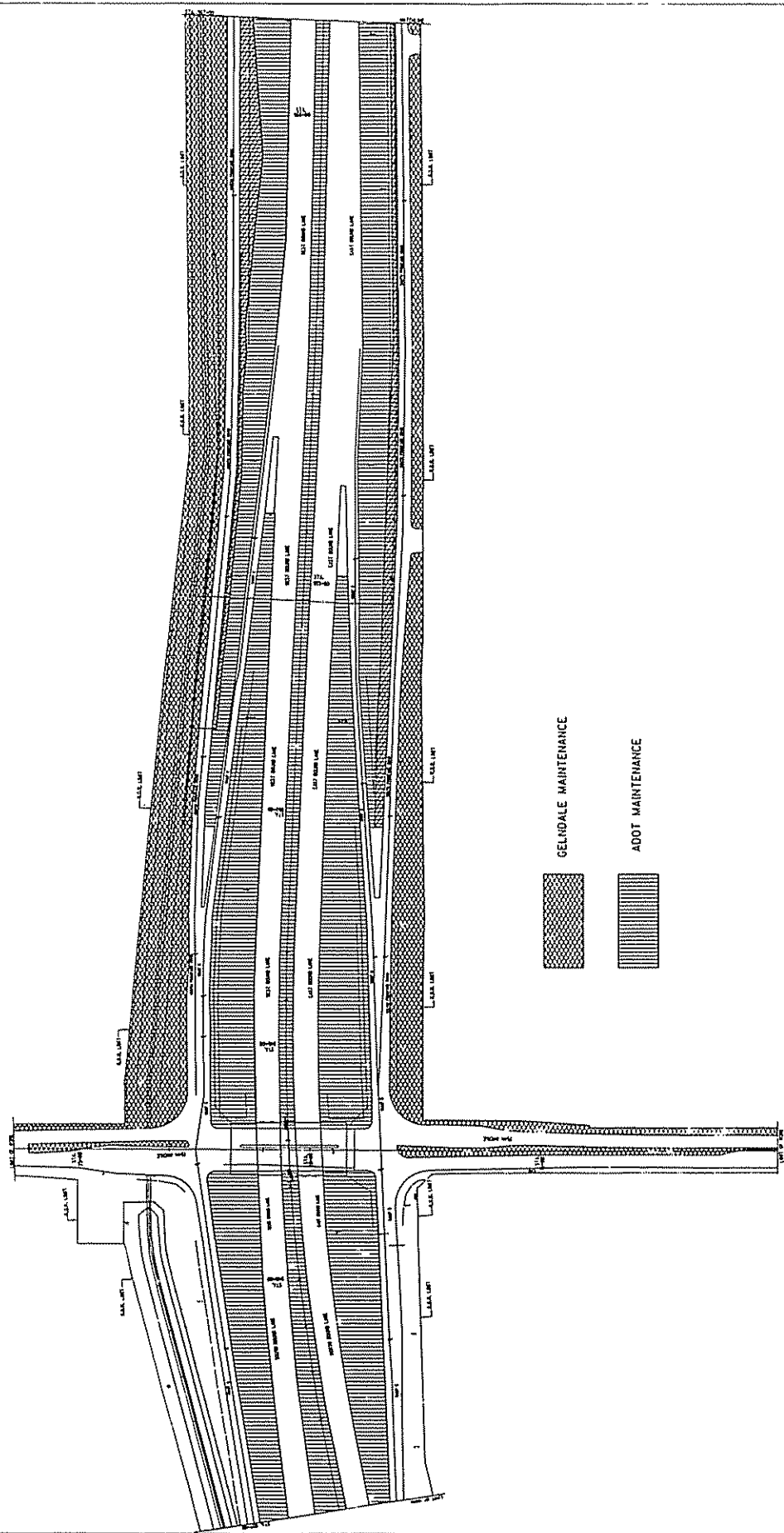
for 
LARRY S. BONINE
Director

Project No. AZM-6000-505
 ADOT No. 101L MA 17
 Tracs No. H 0797 05C
 Location 75th Ave- 51st Ave

100% COST PROJECTION - City of Glendale New Plant Material Cost Supplement
 Along North Drainage Channel

Item No.	Item Description	Unit	Quantity	Unit Price	Amount
8061604	Cactus (Saguaro)(6'-8')	ea	4	200.00	\$800.00
8061099	Tree (24" Box)	ea	5	210.00	\$1,050.00
8061005	Tree (15 Gallon)	ea	50	75.00	\$3,750.00
8061296	Red Yucca (5 Gallon)	ea	15	21.00	\$315.00
8061298	Shrub (5 Gallon)	ea	487	18.00	\$8,766.00
8080049	Emitter (Assembly) (Multi Outlet)	ea	486	12.00	\$5,832.00
8080051	Emitter (Assembly) (Single Outlet)	ea	51	10.00	\$510.00
8080086	Pressure Regulator Riser	ea	6	75.00	\$450.00
8080301	Pipe (PVC) (SDR 13.5) (Class 315) & Purple Tape	l.ft.	4,342	0.85	\$3,690.70
				Total	\$25,163.70

PROJECT NO.	600-0-521	SHEET NO.	1	SHEET TOTAL	6
DATE	10/11/07	SCALE	AS SHOWN	PROJECT NAME	101L V&T 017



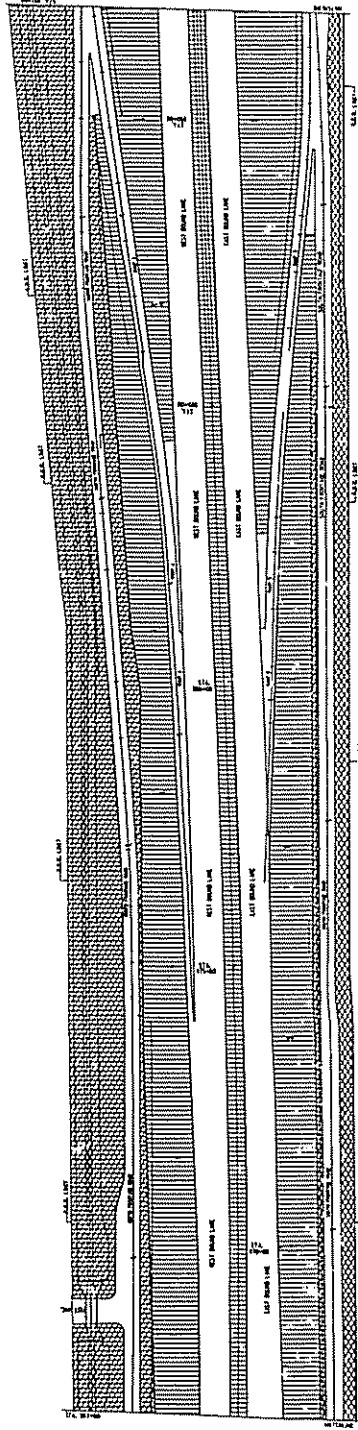
GELINDALE MAINTENANCE

ADOT MAINTENANCE

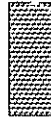
PROJECT NO.	600-0-521	SHEET NO.	1	SHEET TOTAL	6
DATE	10/11/07	SCALE	AS SHOWN	PROJECT NAME	101L V&T 017

DATE	1/11/11	PROJECT NO.	600-0-521	SHEET	2	OF	6
BY	Q	SCALE		100' = 1" A11			

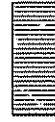
100' = 1" A11



CELLNOALE MAINTENANCE



ADOT MAINTENANCE



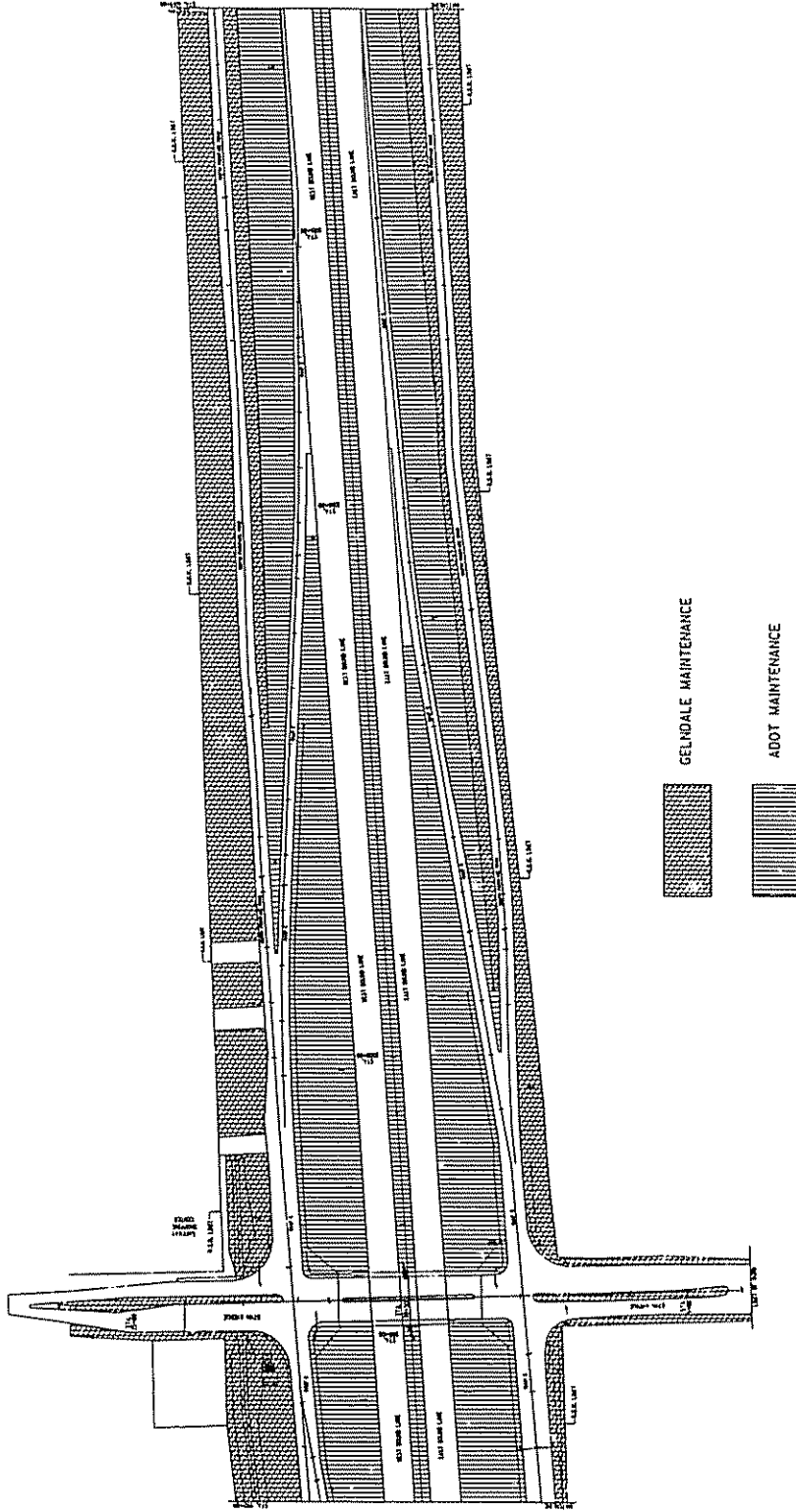
DATE	1/11/11	PROJECT NO.	600-0-521	SHEET	2	OF	6
BY	Q	SCALE		100' = 1" A11			
UNION REGIONAL TRANSPORTATION SPECIAL TRANSPORTATION ROADSIDE DEVELOPMENT MAINTENANCE APPLICANT							
PROJECT NO. 600-0-521							
100' = 1" A11							

FILE NAME:

100' = 1" A11

DATE	1/11/11	PROJECT NO.	600-0-521	SHEET	2	OF	6
BY	Q	SCALE		100' = 1" A11			

1011 MA 017

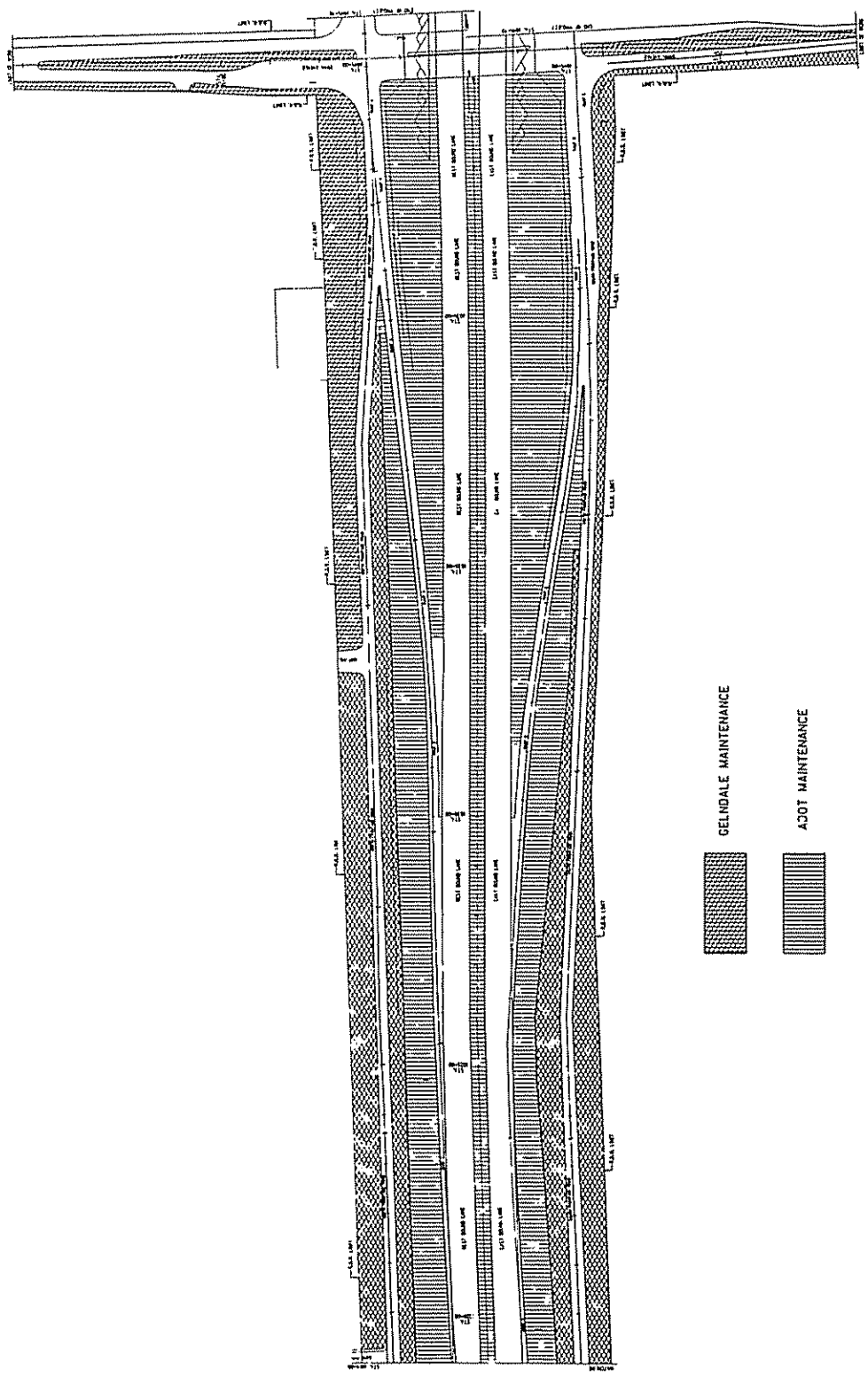




PROJECT NO.	600-0-521	DATE	NOV 1 1971
DESIGNED BY	WAC	CHECKED BY	
DRAWN BY	WAC	DATE	11/2/71
MILWAUKEE DEPARTMENT OF TRANSPORTATION MILWAUKEE TRANSPORTATION DIVISION ROADSIDE DEVELOPMENT			
MAINTENANCE ASSIGNMENT			
ACQUA FRIA, 15TH AVE-51ST AVE			
SHEET		OF	

[illegible]

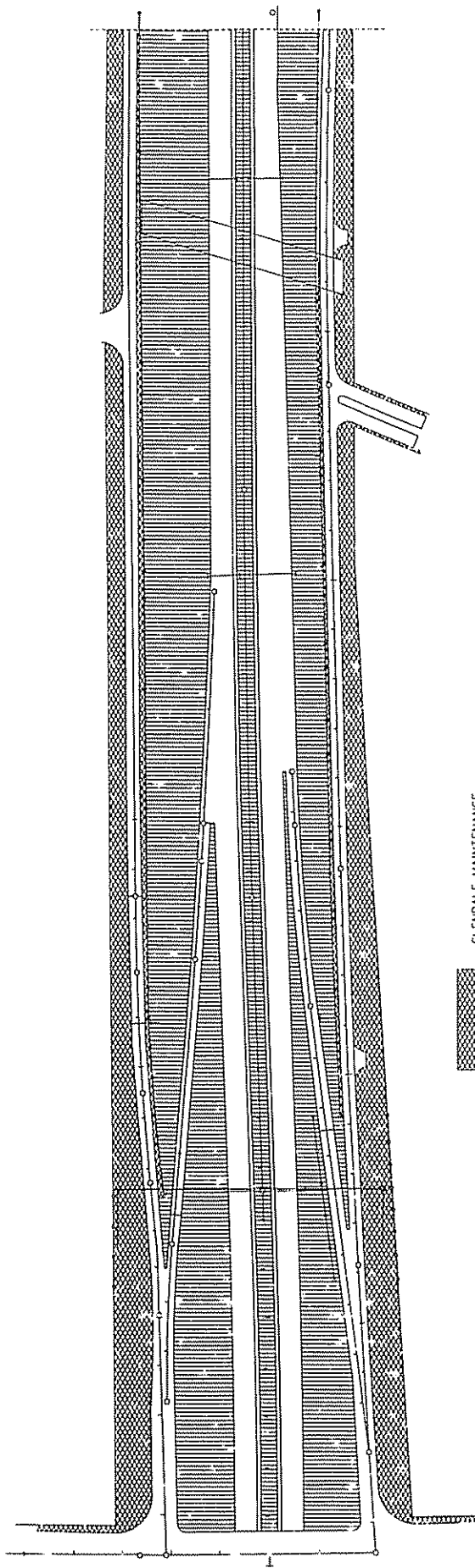
DATE	RECEIVED	DATE	TIME
9	600-0-521	5	6

101L 02 017



ADOT MAINTENANCE	GELNDALE MAINTENANCE
	

DATE	1997	PROJECT NO.	600-0-521	SHEET NO.	6
BY	Q	DATE	101 M4 017		



GLENDALE MAINTENANCE

ADOT MAINTENANCE

STATE	ARIZONA	DATE	3/97
SECTION	600-0-521	BY	Q
PROJECT NO.	600-0-521	DATE	101 M4 017
ARIZONA DEPARTMENT OF TRANSPORTATION INTERMODAL TRANSPORTATION DIVISION ROADSIDE DEVELOPMENT SERVICES MAINTENANCE AGREEMENT			
ACQUA FRIA, 75TH AVE - 51ST AVE.			
SCALE: 1" = 6'			

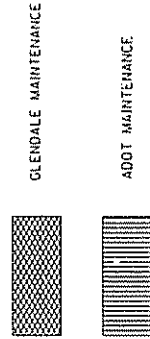
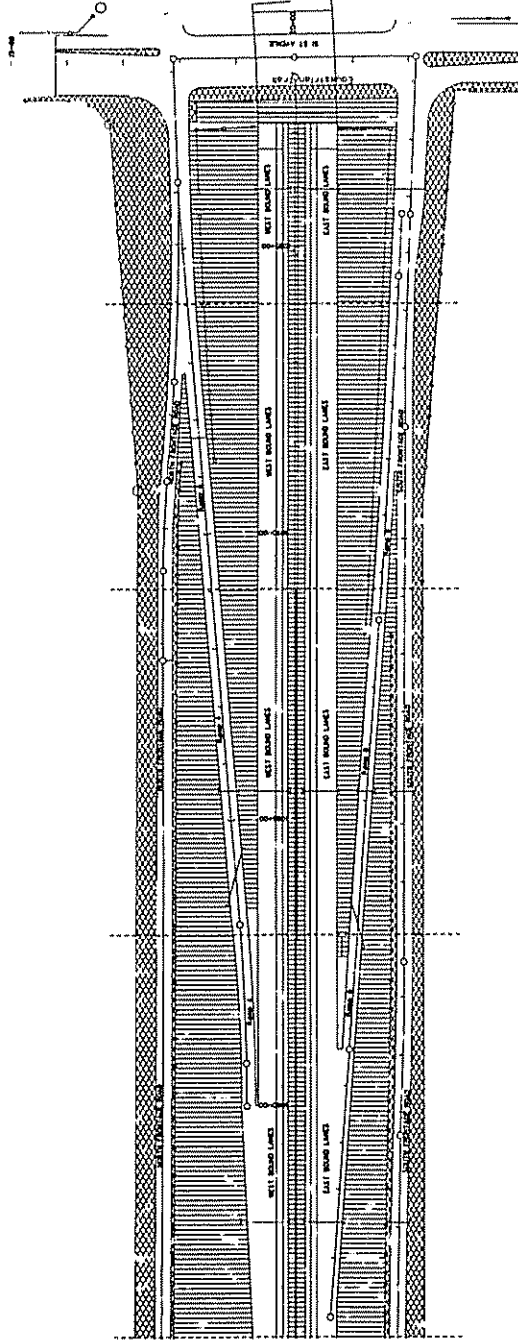
TRACS NO. 10797 07C

VIEW NAME

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OF

FILE NO.	14110	PROJECT NO.	600-C-521	SHEET	6	OF 6
DATE	9	REV.	1011 MA 017			



FILE NO.	14110	PROJECT NO.	600-C-521	SHEET	6	OF 6
DATE	9	REV.	1011 MA 017			
ARIZONA DEPARTMENT OF TRANSPORTATION MIDLAND TRANSPORTATION DIVISION ROADSIDE DEVELOPMENT SERVICES						
MAINTENANCE AGREEMENT						
PROJECT NO. 600-C-521 1011 AQUA FRIA, 75TH AVE - 31ST AVE						
TRACS NO. H0797 QTC						



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

TRN Main: (602) 542-1680

Direct: (602) 542-8837

Fax: (602) 542-3646

MAIN PHONE : 542-5025

TELECOPIER : 542-4085

GRANT WOODS
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR97-0720TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED May 20, 1997.

GRANT WOODS

Attorney General

A handwritten signature in black ink, appearing to read "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH

Assistant Attorney General

Transportation Section

JRR:et/5364